



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **WM-7**

January 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SANTA MONICA BAY BACTERIA TOTAL MAXIMUM DAILY LOAD
MEMORANDUM OF AGREEMENT
JURISDICTIONAL GROUP 7
SUPERVISORIAL DISTRICT 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING FOR ITSELF AND AS THE
GOVERNING BODY OF THE LOS ANGELES FLOOD CONTROL DISTRICT:**

1. Find that the proposed Memorandum of Agreement (MOA) is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to execute the enclosed MOA with the Cities of Rancho Palos Verdes, Los Angeles, Palos Verdes Estates, Rolling Hills, and Rolling Hills Estates to collaborate with these parties in efforts to prepare the implementation plan and comply with the Santa Monica Bay Beaches Bacteria (SMBBB) Total Maximum Daily Load (TMDL) Implementation Plan for Jurisdictional Group 7 (J7) (Enclosure A).
3. Authorize the Chief of the Flood Control District to pay an annual amount of \$153 per year through July 15, 2013, for the preparation of the plan and the implementation of measures to ensure compliance with the SMBBB TMDL.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 12, 2002, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the SMBBB Wet-Weather TMDL and divided the Santa Monica Bay into nine jurisdictional groups for the purpose of compliance with the TMDL. J7 is comprised of the Cities of Rancho Palos Verdes (lead agency), Los Angeles, Palos Verdes Estates, Rolling Hills, and Rolling Hills Estates along with the County of Los Angeles. The TMDL requires each responsible agency to prepare and submit an implementation plan to the Regional Board for review and approval. However, the agencies within J7 decided to work together and to submit a joint implementation plan.

In an effort to meet the requirements of the TMDL, the City of Rancho Palos Verdes decided to hire a consultant to prepare and develop the J7 implementation plan. The final implementation plan was submitted to the Regional Board on July 15, 2005. Subsequent to the implementation plan's development, all J7 agencies agreed to contribute its proportional share of the development and implementation of the J7 implementation plan.

The purpose of this MOA is to document the terms and conditions of the County's participation with the other J7 agencies in a collaborative effort to prepare and submit the implementation plan and implement actions specified in the plan, to comply with the requirements of the bacteria TMDL issued by the Regional Board. It is currently estimated that these implementation measures will cost a total of \$30,000 per year. With 0.51 percent of land use jurisdiction in the J7 area, the County's annual share will be \$153. During the entire implementation period, which ends July 15, 2013, The County's total cost share contribution will be approximately \$1,100.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources. It satisfies the Goal of Organizational Effectiveness due to cross-jurisdictional collaboration.

The Honorable Board of Supervisors
January 9, 2007
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FISCAL IMPACT/FINANCING

The maximum total annual cost to the County and District for participation in the MOA is \$153. Sufficient funds are available in the Fiscal Year 2006-07 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed MOA has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Execution of the enclosed MOA is exempt from the provisions of the CEQA pursuant to Sections 15262 and 15306 of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this MOA will have no adverse impact on the current level of services provided by District or County.

CONCLUSION

Please return 3 adopted Board letters and 20 executed original MOAs to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 2

cc: Department of Beaches and Harbors
Chief Administrative Office
County Counsel
Department of Parks and Recreation

IMPLEMENTATION PLAN

For compliance with the

WET WEATHER
SANTA MONICA BAY BEACHES BACTERIA
TOTAL MAXIMUM DAILY LOAD (TMDL)

July 15, 2005

Submitted to

The Los Angeles Regional
Water Quality Control Board

By

JURISDICTIONAL GROUP

IMPLEMENTATION PLAN

For compliance with the

WET WEATHER
SANTA MONICA BAY BEACHES BACTERIA
TOTAL MAXIMUM DAILY LOAD (TMDL)

July 15, 2005

Submitted on behalf of and
as approved by Jurisdiction Group 7 by:

Dean E. Allison, P.E.
Director of Public Works
City of Rancho Palos Verdes

Primary Jurisdiction,
Jurisdiction Group 7

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1.0 EXECUTIVE SUMMARY

On July 15, 2003, the Santa Monica Bay Beaches Bacterial Total Maximum Daily Load (TMDLs) for both wet and dry weather went into effect. As required by the TMDL for Wet-Weather, each Jurisdictional group must develop an implementation plan describing how compliance with the TMDL will be achieved. This Implementation Plan must be submitted to the Regional Board no later than July 15, 2005.

The beaches along the Palos Verdes Peninsula have historically had fewer exceedance days than the reference beach (Leo Carrillo) used by the TMDL to establish compliance. However, the anti-degradation provision of the TMDL does not allow more exceedances than established by historical precedent. Therefore, this implementation plan calls for the continued implementation of BMPs to maintain and improve existing water quality as required under the Municipal Stormwater Permit and its successors.

Should unanticipated exceedances occur, the Memorandum of Agreement (MOA) that the members of Jurisdictional Group 7 will be a party to, contains provisions for investigation, correction and reporting of these exceedances.

1.0 Background

1.1 Regulatory

The Santa Monica Bay Beaches Bacteria TMDLs have been approved by the Los Angeles Regional Water Quality Control Board in two separate documents, a Wet Weather TMDL and a Dry Weather TMDL. The Dry Weather TMDL has been further divided into two segments; summer dry weather and winter dry weather. The net effect is three distinct compliance schedules:

Wet weather

Summer dry weather (April 1 – October 31)

Winter dry weather (November 1 – March 31)

These TMDLs establish a specific number of days for each of the above periods that a beach can have detected exceedances above the REC-1 (recreational use) bacteria levels established by the basin plan.

This Wet Weather TMDL allows a level of exceedances that takes the natural fluctuations of bacterial levels into account. The number of allowable exceedance days is based upon the reference beach (Leo Carrillo) or historical precedent whichever is less. The allowable number of exceedance days based upon the reference beach is 17.

As a requirement of the Wet Weather TMDL, an Implementation Plan must be prepared and submitted to the Regional Board by July 15, 2005. According to the TMDL:

“Responsible jurisdictions and agencies shall provide a written report to the Regional Board outlining how each intends to cooperatively (through Jurisdictional Groups) achieve compliance with the TMDL. The report shall include implementation methods, and implementation schedule and proposed milestones.”

1.2 Historical Monitoring

The Los Angeles County Sanitation Districts has historically conducted monitoring at eight sampling locations along the Palos Verdes Peninsula beaches. Based on sampling by the Districts over a four-year period, 1997-2000, the TMDL has established that the beaches along the Palos Verdes Peninsula continually had fewer exceedances than the reference beach.

Beach Monitoring Location	Exceedance Days¹
Malaga Cove	14
Bluff cove	0
Long Point	5
Abalone cove	1
Portuguese Bend Cove	2
Royal Palms State Beach	6
White Beach (east)	17*
Wilder Annex	2
Cabrillo Beach (ocean side)	3

*One additional monitoring location has been added as part of the development of the monitoring plan (separate document). There is no historical monitoring data for this location so the reference beach exceedance days are shown.

The anti-degradation provision of the TMDL does not allow a higher number of exceedance days, even if historical exceedances are less than the reference beach (17 days).

1.3 Physical Setting

Jurisdictional Group 7 is primarily comprised of portions of the cities of Los Angeles, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills and Rolling Hills Estates. It encompasses the ocean side of the Palos Verdes Peninsula and extends from the southern border of the City of Torrance to the breakwater of the outer Los Angeles Harbor.

¹ Values shown are the five-year average exceedance rates calculated by the Regional Board staff and listed in Table 9.3 of the Santa Monica Bay Beaches Wet-weather Bacterial TMDL. The site-specific exceedance rate for each site was multiplied by the number of wet days in the 90th percentile storm year of 1993 (the baseline year) in order to arrive at the site-specific exceedance allocation.

The southern jurisdictional boundary of Santa Monica Bay (as established by the U.S. Coast Guard) extends to the outer Los Angeles Harbor breakwater. However, the prevailing “long shore” current which flows along the northern portions of Santa Monica Bay does not continue along the Palos Verdes Peninsula, making Jurisdictional Group 7 hydrologically distinct from the rest of the Santa Monica Bay beaches.

2.0 Implementation Plan

The TMDL allows Jurisdictions to select one of two implementation strategies: integrated resource or non-integrated. As Jurisdictional Group 7 already meets the baseline goals and only needs to implement provisions to prevent “backsliding”; the non-integrated approach will be selected. No milestones are proposed, as existing conditions are the equivalent of compliance with the TMDL.

The implementation plan that the cities of Jurisdictional Group 7 will be employing consists of three primary actions:

2.1 Continue to implement BMPs

Based upon the historical number of exceedance days being less than the reference beach, the Jurisdictional Group 7 cities will continue to implement BMPs with the goal of reducing the number of bacterial exceedance days.

These BMPs will include, but are not limited to: thorough inspections of sites listed as critical sources in the MS4 Permit, prompt response to spills and overflows, requirements that priority development projects treat stormwater runoff in accordance with SUSMP guidelines, regular public outreach, etc.

2.2 Review Sanitation Districts’ Data

The Los Angeles County Sanitation Districts is currently responsible for collecting and analyzing samples from the monitoring locations. The Sanitation Districts has also committed to responding to any high

bacterial levels detected with follow-up sampling. The results of the Sanitation Districts sampling will be regularly reviewed. The Jurisdictional Group intends to explore the feasibility of posting the sampling results on a website accessible to the public.

2.3 Investigations

The Memorandum of Agreement developed by the Jurisdictional Group provides funding for investigations. The investigations will be initiated when deemed necessary by the Jurisdictional Group or as directed by the Regional Board.

Jurisdictional Group 7 intends to conduct these investigations in accordance with investigative protocols consistent with the other Santa Monica Bay Jurisdictional Groups (these protocols are yet to be developed). The protocol is assumed to include interviews, photographs, research, sample collection and analysis, etc.

3.0 Conclusion

The Beaches of Jurisdictional Group 7 have historically had fewer bacterial exceedance days than the reference beach used by the Wet Weather TMDL. The natural characteristics of the Palos Verdes Peninsula coupled with BMPs that are already being implemented by the municipalities, appear to be an effective combination based on the relatively few historical number of exceedance days. The cities comprising Jurisdictional Group 7 have and will continue to implement BMPs that maintain or reduce the number of wet weather exceedance days. In the event that an excessive number of exceedances occur, the Jurisdictional Group has a mechanism in place to investigate and correct the cause(s).

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**MEMORANDUM OF AGREEMENT
JURISDICTION SEVEN
(SANTA MONICA BAY BACTERIAL TMDL IMPLEMENTATION)**

This Memorandum of Agreement ("Agreement") is made and entered into by and between the public entities (the "Responsible Agencies") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference. The Responsible Agencies are sometimes referred to herein singularly as "Party" and collectively as "Parties."

WITNESSETH:

The Parties hereto do agree as follows:

Section 1. Recitals. This agreement is made and entered into with respect to the following facts:

A. The federal Clean Water Act ("CWA") requires the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board") to develop water quality standards, which include beneficial use designations and criteria to protect beneficial uses for each water body found within its region.

B. Section 303(d) of the CWA requires, among other things, that states identify and prepare a list of water bodies that do not meet water quality standards. Section 303(d) further requires that states establish load and waste load allocations, or a total maximum daily load ("TMDL"), for each water body that will ensure attainment of water quality standards and then to incorporate those allocations into their water quality control plans.

C. Many of the beaches along Santa Monica Bay were listed on California's 1998 Section 303(d) list, due to impairments for coliform or for beach closures associated with bacteria generally. The beaches appeared on the 303(d) list because the elevated bacteria and beach closures prevent full support of the beaches' designated use for water contact recreation ("REC-1").

D. On December 12, 2002, the Regional Board adopted Resolution No. 2002-022 ("Resolution 2002-022") establishing the limit for the Total Maximum Daily Loads for bacteria during wet weather for Santa Monica Bay Beaches ("Bacteria TMDL"), a true and correct copy of which is attached as Exhibit D hereto and incorporated herein.

E. The Santa Monica Bay Beaches Dry-Weather and Wet-Weather TMDL became effective on July 15, 2003.

F. The Bacteria TMDL addresses documented bacteriological water quality impairments at 44 beaches from the Los Angeles/Ventura County line (to the northwest) to Outer Cabrillo Beach (just south of the Palos Verdes Peninsula).

G. The Bacteria TMDL provides for a monitoring plan to be submitted to the Regional Board for approval.

H. On April 28, 2004, the Regional Board approved the Santa Monica Bay Beaches Bacterial TMDLs' Coordinated Shoreline Monitoring Plan ("Monitoring Plan") submitted by the Counties of Los Angeles and Ventura, Caltrans, California Department of Parks and Recreation, Cities of Los Angeles, Calabasas, Santa Monica, El Segundo, Rancho Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills, Rolling Hills Estates, Manhattan Beach, Hermosa Beach, Culver City, West Hollywood, Beverly Hills, Agoura Hills, Thousand Oaks, Westlake Village, Simi Valley, Hidden Hills, Inglewood, and Torrance (collectively herein referred to as "Municipalities", or individually as Municipality).

I. In addition to establishing TMDLs for Santa Monica Bay, Resolution 2002-022 also: (1) divided Santa Monica Bay into seven jurisdictional groups; (2) assigned communities and other responsible jurisdictions to the seven jurisdictions; and (3) assigned lead agencies ("Primary Jurisdictions") for each jurisdiction and; (4) identified responsible agencies within those Jurisdictional Groups.

J. For the purposes of implementing the TMDLs, Resolution 2002-022 defines "responsible jurisdictions" as: (1) local agencies that are responsible for discharges from a publicly owned treatment works to the Santa Monica Bay watershed or directly to the Bay; (2) local agencies that are permittees or co-permittees on a municipal storm water permit; (3) local or state agencies that have jurisdiction over a beach adjacent to Santa Monica Bay; and (4) the California Department of Transportation pursuant to its storm water permit. Resolution 2002-022 additionally defines "primary jurisdiction" as the jurisdiction comprising greater than fifty percent (50%) of the land area in a subwatershed.

K. Each of the seven jurisdictions is comprised of a group of associated subwatersheds and beach monitoring locations. Jurisdiction Seven consists of the Palos Verdes Peninsula Subwatershed and includes the following seven agencies: the cities of Los Angeles, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, the County of Los Angeles and the Los Angeles County Flood Control District. The City of Rancho Palos Verdes ("RPV") is the Primary Jurisdiction for Jurisdiction Seven.

L. The Parties identified herein as comprising Jurisdiction Seven are willing to enter into this Agreement to cooperatively implement a monitoring program that is consistent with the Monitoring Plan and provisions of the Bacteria TMDL.

M. The Parties identified herein as comprising Jurisdiction Seven further set forth their willingness to enter into this Agreement to devise voluntary implementation plans consistent with the provisions of the Bacteria TMDL, including the submission of a written draft implementation plan no later than twenty (20) months after the effective date of the Bacteria TMDL ("Draft Implementation Plan") and a final written report ("Final Implementation Plan") no later than two (2) years after the effective date of the Bacteria TMDL (collectively "Implementation Plan").

N. To facilitate a coordinated, cooperative and cost-effective program that is consistent with the Bacteria TMDL, the Parties have agreed to contribute funds to Rancho Palos Verdes, who will contract with a Consultant for the preparation of the Implementation Plan. The Parties agree that the formula, set forth in Exhibit "B" will be used to calculate each of the Parties' share of financial contribution to prepare the Implementation Plan, and any amendments or corrections thereto, required by the Regional Board.

O. The Parties further desire to set forth their respective duties and obligations with respect to implementing the TMDL and the water quality standards set forth in the Basin Plan and to provide RPV, the Primary Jurisdiction for Jurisdiction Seven, with the necessary authority to conduct sampling at the monitoring site(s) identified in the Monitoring Plan.

P. The Monitoring Plan identifies all the monitoring locations, the type of monitoring and the frequency of monitoring. The Regional Board approved the Monitoring Plan on April 28, 2004.

NOW, THEREFORE, in consideration of the mutual benefit and promises made herein, the Parties do hereby agree as follows:

Section 2. Purpose of MOA.

2.1 Purpose of MOA:

A. The Parties agree that the purposes of this Agreement is to cooperatively and voluntarily devise and jointly fund an implementation program that is consistent with the provisions of the Bacteria TMDL which has included the development and submittal of a Implementation Plan by July 15, 2005 and to share the costs associated with the development of that Implementation Plan.

B. The Parties also agree that an additional purpose of this Agreement is to memorialize the Parties' willingness to coordinate the payment and performance of Monitoring Services that are consistent with the provisions of the Monitoring Plan and the Bacteria TMDL. The parties recognize and acknowledge that this Agreement and the work being accomplished hereunder are being undertaken on a voluntary basis.

C. This Agreement is voluntarily entered into for the development of a cost effective and a well-coordinated Implementation Plan consistent with the provisions of the Bacteria TMDL, to establish the roles of the Responsible Agencies to conduct monitoring identified in the Monitoring Plan, and to address the cost sharing among the Responsible Agencies for the retention of a consulting team by Rancho Palos Verdes for development of an Implementation Plan that is consistent with the goals of Jurisdiction Seven and the Bacteria TMDL.

D. The Responsible Agencies also agree that an additional purpose of this Agreement is to initiate an investigation to attempt to identify the source of problems at beach locations that are determined to be out-of-compliance by the Regional Board.

2.2 "Maximum Extent Practicable" Standard. *Nothing in this MOA, nor the Work, nor any activity approved or carried out by the Parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the Parties are subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 et seq.)*

Section 3. Term. The Term of this Agreement shall commence upon execution of this Agreement, as defined hereinafter, and shall continue in full force and effect through the completion of the ten-year implementation period for non-integrated approaches which concludes on July 15, 2013. Notwithstanding the foregoing, a party may withdraw from this agreement in accordance with the provisions of Section 7.8 of this Agreement, below

Section 4. Joint Obligations. The Responsible Agencies hereto acknowledge and agree that, pursuant to Resolution No. 2002-022, the Parties are jointly responsible to do the following:

(a) In accordance with the schedule set forth in the Monitoring Plan for Jurisdiction Seven, Jurisdiction Seven has elected to have the County Sanitation Districts of Los Angeles County (the "Sanitation Districts") conduct systematic sampling, in accordance with the schedule set forth in the Monitoring Plan approved by the Regional Board. As of the Effective Date of this Agreement, the Sanitation Districts have indicated a willingness to perform this service for Jurisdiction Seven at no cost to the member agencies. However, nothing in this Agreement shall prohibit the Sanitation Districts from imposing a charge for such services in the future. In the event the Sanitation Districts subsequently decides to impose a charge for performing the services described above, the Responsible Agencies shall meet to determine whether to continue to utilize the Sanitation Districts to perform said services or to solicit bids from independent contractors for such services.

(b) In accordance with standards to be determined by all Jurisdictions (Jurisdictions one through seven as defined in the Bacteria TMDL), Jurisdiction Seven will initiate an investigation to attempt to identify the source of problems at beach locations that are determined to be out-of-compliance by the Regional Board. The Source Investigation Cost Sharing is set forth in Exhibit C.

When conducting Source Identification (SID) Investigations, Jurisdiction Seven shall use the SID Protocol being developed by the Technical Steering Committee (TSC) and the Southern California Coastal Water Research Project (SCCWRP) or Jurisdiction Seven will develop a consistent protocol to be used by all agencies during investigations. Once a source\drain has been identified, the responsible agencies for that drainage area will conduct any further investigations and perform mitigation, in accordance with Exhibit C. In addition, the responsible agencies shall provide written documentation of the source identification investigation and mitigation activities. All written documentation shall be compiled and sent to the agencies annually.

(c) Develop an Implementation Plan for Jurisdiction Seven outlining how the Responsible Agencies intend to cooperatively achieve compliance with the TMDL and submit said plan to the Regional Board for review and approval. The Implementation Plan shall include implementation methods, an implementation schedule, and proposed milestones, and shall establish a final compliance date of not more than 10 years from the effective date of the TMDL. In addition, the Implementation Plan shall ensure compliance with the anti-degradation provision set forth in Resolutions No. 2002-004 and 2002-022.

(d) Establish compliance deadlines for achieving the goals of the TMDL and the adopted water quality objectives to comply with Resolution No. 2002-004 and 2002-022 set forth in Exhibit D.

(e) Prepare and submit reports and documents as are requested by the Regional Board Resolution No. 2006-008.

Section 5. Contracting and Funding

5.1 *Sharing of Costs.*

(a) The Responsible Agencies hereby agree to share the cost of developing an Implementation Plan, performing the services identified in the Monitoring Plan, and preparing and submitting associated reports and documents based on the percentage of land area within the jurisdictional boundaries of each Party that is within the land area of Jurisdictional Group Seven. The breakdown of land area by Responsible Agency and the exact share for each Party is set forth in Exhibit B, attached hereto and incorporated herein by this reference. Any funding arrangement reached by the Parties shall apply to the tasks set forth in section 4, above, but shall not extend to any source control activities, as defined in the NPDES Permit, which shall be the responsibility of the individual agency in which the source is located. All Parties agree, except for additional costs that may be incurred as set forth in Section 5.3(b), that the total cost associated with the Agreement, including the preparation and submittal of the Implementation Plan, any amendments or corrections to this Implementation Plan thereto required by the Regional Board, performance of the

activities identified in the Monitoring Plan, including source investigations, when necessary, the review and summarization of the data contained within the County Sanitation Districts of Los Angeles County's monthly monitoring reports, activities related to joint activities such as watershed stakeholder meetings, discussions with and presentations to the Regional Board and other applicable regulatory agencies, and attendance at the Technical Steering and Ad Hoc Committee Meetings and other similar meetings, shall not exceed \$30,000 per year and no party shall be required to expend more than its respective percentage share of \$30,000, as determined in accordance with Exhibit B, unless express written consent is obtained from all Parties to amend this Agreement to increase the total authorized annual cost. If the total annual cost share amount of \$30,000 is not spent during a particular year, the excess amount will be carried over to the next year. For this subsequent year, the agencies will only be invoiced for their percentage of the \$30,000 (subtracted by the excess amount). Notwithstanding the foregoing, the Responsible Agencies understand and hereby acknowledge that a source investigation protocol is being developed for all seven Jurisdictions by the TSC and the SCCWRP and cost estimates and limitations may need to be revised once that protocol is completed.

(b) The Parties agree that Rancho Palos Verdes (RPV) will contract with a consultant to assist in the development of an Implementation Plan that is consistent with the goals of the Jurisdiction Seven and consistent with the Bacteria TMDL. Rancho Palos Verdes contract with the consultant shall incorporate Rancho Palos Verdes contracting requirements and policies. The contract shall recite, however, that while it is for the benefit of all of the Parties the consulting agency shall look solely to Rancho Palos Verdes for payment.

(c) RPV shall be responsible for coordinating the activities with the hired consultant to ensure that the Implementation Plan and all related deliverables, to be specified in a Scope of Work agreed upon by the Parties in the manner provided herein, are being delivered on time and within budget.

(d) RPV shall be responsible for coordinating the activities with the County Sanitation Districts of Los Angeles County to conduct the monitoring and annual reporting in accordance with the approved Monitoring Plan.

5.2 Duties and Obligations of Responsible Agencies. Each Responsible Agency hereby agrees:

(a) To provide sufficient funds to cover its share of the costs as seen in Exhibit B for area distribution, to develop an Implementation Plan, perform the services identified in the Monitoring Plan, and conduct source investigations.

(b) Within thirty (30) days of the Effective Date of this Agreement, the Primary Jurisdiction (RPV) will invoice each Responsible Agency for its share of the estimated costs for the current fiscal year of developing the Implementation Plan, obtaining Regional Board approval of the Monitoring Plan, and performing the services

identified in the Monitoring Plan once approved by the Regional Board. Each responsible Agency shall deposit its funds with RPV within 45 days of receipt of the written invoice. If the Responsible Agency's actual share for initial costs exceeds the amount the Responsible Agency deposited with the Primary Jurisdiction, the Responsible Agency shall deposit any additional funds necessary to cover its annual share within forty-five (45) days of receipt of a written invoice from RPV for such additional funds.

(c) On or about July 1 of each year that this Agreement remains in effect, RPV will invoice each Responsible Agency for its annual share of the estimated costs for the upcoming fiscal year. Each responsible Agency shall deposit its funds with RPV within 45 days of receipt of the written invoice. If the Responsible Agency's actual share for any fiscal year exceeds the amount the Responsible Agency deposited with the Primary Jurisdiction, the Responsible Agency shall deposit any additional funds necessary to cover its annual share within forty-five (45) of receipt of an invoice from RPV for such additional funds.

(d) To promptly review and approve any drafts or plans for the Implementation Plan and any changes or amendments thereto in accordance with the deadlines established by RPV to comply the deadlines set by the Regional Board.

(e) To meet and confer with RPV and the other Responsible Agencies as necessary to ensure the orderly progress and completion of the Implementation Plan.

5.3 *Authority of Primary Jurisdiction.* RPV is hereby authorized to take the following actions to implement and carry out this Agreement:

(a) To act as lead agency by retaining consultants to assist the Responsible Agencies with development of the Implementation Plan.

(b) To coordinate the activities with the County Sanitation Districts of Los Angeles County in conducting the monitoring and annual reporting in accordance with the Monitoring Plan. If the County Sanitation Districts of Los Angeles County is unable to perform the required services, or begins assessing a fee, RPV will call for a meeting of the Responsible Agencies for the purpose of discussing the hiring of an alternate contractor. RPV may use the City of Los Angeles' monitoring services, or if the City of Los Angeles's services are not available, an equivalent private contractor which will be selected following RPV's standard procurement procedures, as an interim measure and all Parties hereby agree to pay their respective share in accordance with the allocation percentages as shown in Exhibit B until a permanent replacement contractor can be selected.

(c) To coordinate the development of the Implementation Plan.

(d) To submit timely Jurisdiction Seven's Implementation Plan to the Regional Board for review and approval.

(e) To coordinate the timely review and approval of the draft plans, specifications, and establish a schedule for the Implementation Plan and provide a reasonable time for review and comment by the appropriate officials for each Responsible Agency, and any changes or amendments thereto.

(f) To provide invoices to each Responsible Agency within 30 days of the beginning of each fiscal year requesting prompt remittance of its respective share in accordance with Exhibit B of the estimated annual costs for developing an Implementation Plan, performing the services identified in the Monitoring Plan, and conducting source investigations.

(g) To establish a separate account to be used for the sole purpose of administering the funds for this Agreement.

(h) To provide an annual accounting of revenue and expenditures to each Responsible Agency within 30 days of the close of the fiscal year. If any Responsible Agency's deposit required by subsection 5.2 (b) of this Section exceeds its actual share of the annual costs of implementing and complying with the water quality objectives and the TMDL, RPV shall credit the difference against the Responsible Agency's estimated annual share of the costs for the upcoming fiscal year unless the Responsible Agency has withdrawn from the Agreement as provided in Section 7 herein, in which case RPV shall refund the difference to the Responsible Agency.

(i) To provide an annual summary of the prior year's performance under the Agreement. Said summary shall, at a minimum, show:

(1) any changes in water quality in the receiving waters (including changes in exceedance days compared to historical data; the proportion of wet weather days that exceed the water quality objectives by storm year as defined by the TMDL; and corresponding rainfall data as set forth in the Santa Monica Bay Beaches Bacterial TMDL's Coordinated Shoreline Monitoring Plan); (2) investigations and corrective actions taken to address unanticipated exceedances, if any; (3) documentation on changes and refinements to the Implementation Plan based on the results of shoreline monitoring data; and (4) other investigations conducted under the Implementation Plan.

Section 6. Violations. Any violations disclosed by the Monitoring Plan shall be handled in accordance with this Section 6.

6.1 *Violations.* If the Responsible Agencies or Regional Board determine that a beach location is out-of-compliance (excluding the routine follow-up monitoring that will be conducted by the Los Angeles County Sanitation districts), the Responsible Agencies shall initiate an investigation to specifically identify the problem in accordance with the standards to be determined by all the Jurisdictions (Jurisdictions one through seven as defined in the Bacteria TMDL) and shall share the costs of such investigation

as set forth in Exhibit C. The Responsible Agencies hereby acknowledge that, as of the Effective Date of this Agreement, a source investigation protocol has not been developed. However, the Responsible Agencies understand that a source investigation protocol is being developed by the Technical Steering Committee and the Southern California Coastal Waters Research Project for all seven Jurisdictions and hereby agree to follow such protocol once it has been developed. In the event that the Responsible Agencies are required to conduct an investigation before an investigative standard has been developed, such investigation shall follow existing standard investigative protocols, but, at a minimum, the investigation shall be pursuant to protocols established under Water Code Section 13178 and shall include the Sanitary Survey protocol per the June 2002, USEPA "National Beach Guidance and Required Performance Criteria for Grants", Appendix G, as amended from time to time. The Responsible Agencies shall submit their findings to the Regional Board in accordance with the Porter-Cologne Water Quality Control Act.

6.2 *Allocation of Costs.* The Responsible Agencies shall share the cost as set forth in Exhibit C.

Section 7. General Provisions

7.1 *Notices.* Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representatives of the Parties at the addresses set forth in Exhibit A attached hereto. A notice shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth in Exhibit A attached hereto.

7.2 *Relationship of the Parties.* The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other Party or otherwise act as an agent of any other Party except as expressly provided to the contrary by this Agreement. No Party shall, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of any other Party to this Agreement.

7.3 *Administration.* For the purposes of this Agreement, the Parties hereby designate as their respective Party Representatives the persons set forth in Exhibit A. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party.

7.4 *Cooperation; Further Acts.* The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7.5 *Amendments.* This Agreement may be amended by all the members of the Parties, except that the terms of any proposed amendment shall be transmitted in writing to the Chair at least thirty (30) days prior to the date of a Work Meeting or, if the proposed amendment is to be considered at an Emergency Meeting, the terms of such amendment shall be transmitted in writing to the Chair at least five (5) business days prior to the date of the Emergency Meeting. To be effective, all amendments must be in written form and executed by all Parties.

7.6 *Execution in Counterparts.* This Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.

7.7 *Effective Date.* The effective date ("Effective Date") of this Agreement shall be the latest date of execution by a Responsible Agency. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each Responsible Agency.

7.8 *Withdrawal From the Agreement.* A Responsible Agency may withdraw from this Agreement upon 60 days advanced written notice to the Parties. The withdrawing Party will be responsible for its respective share, as determined in accordance with Exhibit B, of the cost associated with the work that has been completed through and including the date of withdrawal. The remaining cost shares and additional cost shares resulting from the withdrawal of a Party will be distributed among the remaining Parties according to their proportional cost share as set forth in Exhibit B. All Parties understand, acknowledge, and agree that withdrawal from the Agreement shall terminate any responsibility, liability or obligation resulting from this Agreement commencing from the date of withdrawal. A Party who withdraws from the Agreement shall remain liable for any loss, debt, liability otherwise incurred while participating in this Agreement.

7.9 *Grant of Mutual Access Rights.* During the term of this Agreement, each of the Parties hereby grants to the other Parties the right of access and entry to all storm drains, creeks, beaches, and existing monitoring stations at beaches subject to this Agreement (the "Property") at all reasonable times for the purpose of discharging the duties and obligations described in this Agreement. Prior to exercising said right of entry, the entering Party shall provide reasonable written notice to the Party who owns the Property. For the purposes of this provision, written notice shall include notice delivered via email. All notices provided pursuant to this Article shall be delivered to the Party Representative at least 48 hours in advance of entry onto the Property and must receive confirmation from the Party that entry may proceed onto the Property. Each entering Party shall indemnify, defend and hold harmless each other, their Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property and Work performed on said Property by the entering Party.

7.10 *Indemnification.* Pursuant to Government Code Section 895.4, each Responsible Agency hereby agrees to indemnify, hold harmless, and defend each other Responsible Agency, including Special Districts, and their respective elected and appointed officials, officers, employees, and agents from any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) occurring by reasons of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, or jurisdiction delegated under this Agreement.

Any consultants retained by the Primary Jurisdiction or any Responsible Agency to discharge any duties under this Agreement shall agree to indemnify and hold harmless each Responsible Agency, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the negligent acts, errors or omissions of such consultant, including its officers, agents, employees, subcontractors or any person employed by such consultant, in the performance of its agreement with the Primary Jurisdiction or any Responsible Agency.

7.11 *Assignment Prohibited.* Except as expressly permitted by this Agreement, no Party shall assign, transfer, or subcontract any interest in this Agreement or any obligation or right or obligation hereunder. Any attempt by a Party to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

7.12 *Non-Waiver of Terms, Rights and Remedies.* Waiver by any Party of any one or more of the conditions of performance under this Agreement shall not be construed as a waiver of any subsequent failure to comply with the same conditions or any other condition of performance under this Agreement.

7.13 *Governing Law and Construction.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party that causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

7.14 *Exhibits; Precedence.* All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement and expressly made a part hereof. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

7.15 *Severability.* If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

7.16 Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except by written instrument approved by a majority vote of the legislative body of each Responsible Agency and signed by the respective Party Representatives which expressly refers to this Agreement.

7.17 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the provisions hereof.

7.18 Attorney's Fees. In the event that any Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party or Parties in such action or proceeding shall be entitled to recover its (or their) costs of suit, including reasonable attorney's fees.

IN WITNESS THEREOF, the Parties to this MOA have caused this MOA to be executed on their behalf, respectively, as follows:

- Signatures begin on next page -

CITY OF RANCHO PALOS VERDES

Attest:

By: _____
Steve Wolowicz, Mayor

Carolynn Petru, City Clerk

Approved as to Form:

Carol W. Lynch
City Attorney

CITY OF LOS ANGELES

Attest:

By:

Cynthia M. Ruiz, President
Board of Public Works

Frank T. Martinez
City Clerk

Approved as to Form:

Rockard J. Delgadillo
City Attorney

By:

Christopher M. Westhoff
Assistant City Attorney

**COUNTY OF LOS ANGELES Acting on
behalf of itself and the LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT**

By: _____
Zev Yaroslavsky
Chairman, Board of Supervisors of the
County of Los Angeles

Date: _____

Attest:

Approved as to Form:

RAYMOND G. FORTNER, Jr.
County Counsel

By: _____

SACHI A. HAMAI
Executive Officer of the Board of
Supervisor of the County of Los Angeles

By: _____
Deputy

CITY OF PALOS VERDES ESTATES

Attest:

Judy Smith
City Clerk

Approved as to Form:

Stephanie Scher
City Attorney

By:

John Flood
Mayor

CITY OF ROLLING HILLS

Attest:

By:

B. Allen Lay
Mayor

Anton Dahlerbruch,
Interim City Manager
Approved as to Form:

Michael Jenkins
City Attorney

CITY OF ROLLING HILLS ESTATES

Attest:

By:

Steven Zuckerman, Mayor

Douglas R. Prichard
City Clerk

Approved as to Form:

Kristin A. Pelletier
City Attorney

EXHIBIT A
Santa Monica Bay Watershed
Jurisdiction 7 Responsible Agencies

Primary Jurisdiction:

1. City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90274
Fax: (310) 544-5252

Party Representative: Director of Public Works

Additional Responsible Jurisdictions:

2. City of Los Angeles

Dept. of Public Works, Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway, 10th floor
Los Angeles, California 90015
Fax: (213) 485-3939

Party Representative: Program Manager
Phone: (213) 485-3985

3. City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, California 90274
Fax: (310) 378-7820

Party Representative: Director of Public Works & Planning

4. City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
Fax: (310) 377-7288

Party Representative: City Manager

5. City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, California 90274
Fax: (310) 377-4468

Party Representative: Assistant to the City Manager

6. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, California 91803-1331

EXHIBIT B
RESPONSIBLE AGENCIES' SHARE OF COSTS

<i>AGENCY</i>	SQUARE MILES IN WATERSHED	PERCENTAGE OF AREA WITH RESPECT TO TOTAL AREA IN WATERSHED	Initial Annual Contribution
Los Angeles (City)	1.50	9.23%	\$2769
Palos Verdes Estates	4.36	26.93%	\$8069
Rancho Palos Verdes	9.12	56.34%	\$16,902
Rolling Hills	0.67	4.11%	\$1233
Rolling Hills Estates	0.47	2.88%	\$864
County of Los Angeles	0.08	0.51%	\$153
<i>TOTAL</i>	16.20	100%	\$30,000

Note: If the total annual cost share amount of \$30,000 is not spent in a particular year, the excess amount will be carried over to the next year. Then, the agencies will only be invoiced for their percentage of the \$30,000, subtracted by the excess amount.

EXHIBIT C
Santa Monica Bay Watershed
Source Investigation Cost Sharing

Those Responsible Agencies with jurisdiction over land area contributing drainage to a shoreline compliance monitoring location where ongoing violations have been detected and where additional investigation is required by the California Regional Water Quality Control Board to attempt to identify the potential source(s) of ongoing violations will share the costs of such additional investigation. The cost of investigation of ongoing violations at open beaches will be shared on a Jurisdiction-wide basis as seen in Exhibit B, such time as a drain is identified as the cause of the violations at which point the cost will be shared only by those agencies having jurisdiction within the drainage area of that drain, or upon approval by Jurisdiction Seven, the cost will be shared following those consistent with the regional approach that may be development and agreed upon by all the jurisdictional groups. These costs shall be shared based upon the percentage of land area within the specific drainage area contributed by each Responsible Agency. Before initiating such an additional investigation, the Primary Jurisdiction shall provide a scope of work and cost estimate for approval by the Responsible Agencies contributing to the subject drainage area. Where the need for immediate action is necessitated by the Regional Board's request or other environmental condition, RPV will use the deposited funds to initiate the investigation. When the costs of investigative ongoing violations at a particular monitoring location are anticipated to exceed \$10,000, approval of the scope of work between the impacted Responsible Agencies will be required.

If and when the source(s) of the ongoing violations can be ascertained by the investigation, those Agencies with jurisdiction over the source(s) shall be responsible for any further costs of investigation from that point forward.

Costs for mitigating an identified source of shoreline compliance violations, including but not limited to remediation, code enforcement on private property, and/or compliance with orders issued by the Regional Board, are outside the scope of this Agreement and will be borne by those Agencies with jurisdiction over the source.

If the source(s) of ongoing shoreline compliance monitoring violations cannot be identified by the investigation, then the cost of further investigation and/or compliance with any orders issued by the Regional Board will continue to be shared by those Responsible Agencies with jurisdiction over land area contributing drainage to the shoreline monitoring location.

EXHIBIT "D"

State of California California Regional Water Quality Control Board, Los Angeles Region

RESOLUTION NO. 2002-022 December 12, 2002

Amendment to the Water Quality Control Plan (Basin Plan) for the Los Angeles Region to Incorporate Implementation Provisions for the Region's Bacteria Objectives and to Incorporate a Wet-Weather Total Maximum Daily Load for Bacteria at Santa Monica Bay Beaches

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region, finds that:

1. The federal Clean Water Act (CWA) requires the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) to develop water quality standards which include beneficial use designations and criteria to protect beneficial uses for each water body found within its region.
2. The Regional Board carries out its CWA responsibilities through California's Porter-Cologne Water Quality Control Act and establishes water quality objectives designed to protect beneficial uses contained in the Water Quality Control Plan for the Los Angeles Region (Basin Plan).
3. Section 303(d) of the CWA requires states to identify and to prepare a list of water bodies that do not meet water quality standards and then to establish load and waste load allocations, or a total maximum daily load (TMDL), for each water body that will ensure attainment of water quality standards and then to incorporate those allocations into their water quality control plans.
4. Many of the beaches along Santa Monica Bay were listed on California's 1998 section 303(d) list, due to impairments for coliform or for beach closures associated with bacteria generally. The beaches appeared on the 303(d) list because the elevated bacteria and beach closures prevented full support of the beaches' designated use for water contact recreation (REC-1).
5. A consent decree between the U.S. Environmental Protection Agency (USEPA), Heal the Bay, Inc. and BayKeeper, Inc. was approved on March 22, 1999. This court order directs the USEPA to complete TMDLs for all the Los Angeles Region's impaired waters within 13 years. A schedule was established in the consent decree for the completion of 29 TMDLs within 7 years, including completion of a TMDL to reduce bacteria at Santa Monica Bay beaches by March 2002. The remaining TMDLs will be scheduled by Regional Board staff within the 13-year period.
6. The elements of a TMDL are described in 40 CFR 130.2 and 130.7 and section 303(d) of the CWA, as well as in USEPA guidance documents (e.g., USEPA, 1991). A TMDL is defined as "the sum of the individual waste load allocations for point sources and load allocations for nonpoint sources and natural background" (40 CFR 130.2). Regulations further stipulate that TMDLs must be set at "levels necessary to attain and maintain the applicable narrative and numeric water quality standards with seasonal variations and a margin of safety that takes into account any lack of knowledge concerning the relationship between effluent limitations

and water quality” (40 CFR 130.7(c)(1)). The provisions in 40 CFR 130.7 also state that TMDLs shall take into account critical conditions for stream flow, loading and water quality parameters.

7. Upon establishment of TMDLs by the State or USEPA, the State is required to incorporate the TMDLs along with appropriate implementation measures into the State Water Quality Management Plan (40 CFR 130.6(c)(1), 130.7). The Basin Plan and applicable statewide plans serve as the State Water Quality Management Plans governing the watersheds under the jurisdiction of the Regional Board.
8. Santa Monica Bay is located in Los Angeles County, California. The proposed TMDL addresses documented bacteriological water quality impairments at 44 beaches from the Los Angeles/Ventura County line, to the northwest, to Outer Cabrillo Beach, just south of the Palos Verdes Peninsula.
9. The Regional Board is establishing the above-mentioned TMDL to preserve and enhance the water quality at Santa Monica Bay beaches and for the benefit of the 55 million beachgoers, on average, that visit these beaches each year. At stake is the health of swimmers and surfers and associated health costs as well as sizeable revenues to the local and state economy. Estimates are that visitors to Santa Monica Bay beaches spend approximately \$1.7 billion annually.
10. The Regional Board’s goal in establishing the above-mentioned TMDL is to reduce the risk of illness associated with swimming in marine waters contaminated with bacteria. Local and national epidemiological studies compel the conclusion that there is a causal relationship between adverse health effects, such as gastroenteritis and upper respiratory illness, and recreational water quality, as measured by bacteria indicator densities. The water quality objectives on which the TMDL numeric targets are based will ensure that the risk of illness to the public from swimming at Santa Monica Bay beaches generally will be no greater than 19 illnesses per 1,000 swimmers, which is defined by the US EPA as an “acceptable health risk” in marine recreational waters.
11. Interested persons and the public have had reasonable opportunity to participate in review of the amendment to the Basin Plan. Efforts to solicit public review and comment include staff presentations to the Santa Monica Bay Restoration Project’s Bay Watershed Council and Technical Advisory Committee between May 1999 and October 2001 and creation of a Steering Committee in July 1999 to provide input on scientific and technical components of the TMDL with participation by the Southern California Coastal Water Research Project, City of Los Angeles, County of Los Angeles Department of Public Works, County Sanitation Districts of Los Angeles County, Heal the Bay, and Santa Monica Bay Restoration Project.
12. A first draft of the TMDL for bacteria at Santa Monica Bay beaches was released for public comment on November 9, 2001; an interim draft TMDL covering wet weather only was released on June 21, 2002, for discussion at a public workshop; and a public workshop on the draft Wet-Weather TMDL was held on June 27, 2002 at a regularly scheduled Regional Board meeting.
13. A final draft of the Wet-Weather TMDL along with a Notice of Hearing and Notice of Filing were published and circulated 45 days preceding Board action. Regional Board staff responded to oral and written comments received from the public; and the Regional Board

held a public hearing on September 26, 2002 to consider adoption of the Wet-Weather TMDL.

14. The Regional Board continued the item from the September 26, 2002 Board meeting to the December 12, 2002 Board meeting to give staff time to make revisions based on public comments and Board discussion at the September 26, 2002 Board meeting. Specifically, the Board wanted an implementation program that was reasonable and as short as practicable given the testimony on impairments to the REC-1 beneficial use.
15. The Regional Board recognizes that there are two broad approaches to implementing the TMDL. One approach is an integrated water resources approach that takes a holistic view of regional water resources management by integrating planning for future wastewater, storm water, recycled water, and potable water needs and systems; focuses on beneficial re-use of storm water, including groundwater infiltration, at multiple points throughout a watershed; and addresses multiple pollutants for which Santa Monica Bay or its watershed are listed on the CWA section 303(d) List as impaired. The other approach is a non-integrated water resources approach.

Some responsible jurisdictions and agencies have indicated a preference to take an integrated water resources approach to realize the benefits of re-using storm water to preserve local groundwater resources and to reduce reliance on imported water. The Regional Board recognizes that an integrated water resources approach not only provides water quality benefits to the people of the Los Angeles Region, but also recognizes that the responsible jurisdictions implementing this TMDL can serve a variety of public purposes by adopting an integrated water resources approach. An integrated water resources approach will address multiple pollutants, and as a result, responsible jurisdictions can recognize cost-savings because capital expenses for the integrated approach will implement several TMDLs that address pollutants in storm water. In addition, jurisdictions serve multiple roles for their citizenry, and an integrated approach allows for the incorporation and enhancement of other public goals such as water supply, recycling and storage; environmental justice; parks, greenways and open space; and active and passive recreational and environmental education opportunities.

The Regional Board acknowledges that a longer timeframe is reasonable for an integrated water resources approach because it requires more complicated planning and implementation such as identifying markets for the water and efficiently siting storage and transmission infrastructure within the watershed(s) to realize the multiple benefits of such an approach.

16. Therefore, after considering testimony, the Regional Board directed staff to adjust the implementation provisions of the TMDL to allow for a longer implementation schedule (up to 18 years) only when the responsible jurisdictions and agencies clearly demonstrate their intention to undertake an integrated water resources approach and justify the need for a longer implementation schedule. In contrast, testimony indicated that a shorter implementation schedule (up to 10 years) is reasonable and practicable for non-integrated approaches because the level of planning is not as complicated.
17. A revised draft of the Basin Plan amendment and Tentative Resolution were circulated 45 days preceding Board action. Regional Board staff responded to oral and written comments received from the public on the revised draft. The Regional Board held a second public hearing on December 12, 2002 to consider adoption of the Wet-Weather TMDL.

18. On October 25, 2001, the Regional Board adopted Resolution 2001-018 establishing revised bacteriological water quality objectives for the Water Contact Recreation (REC-1) beneficial use, and the TMDL is intended to accompany and to implement the revised water quality objectives. The State Water Resources Control Board approved the Regional Board's Basin Plan amendment on July 18, 2002 in State Board Resolution 2002-0142, the Office of Administrative Law approved it on September 19, 2002 in OAL File No. 02-0807-01-S, and the US EPA approved it on September 25, 2002.
19. Under certain circumstances and through the TMDL development process, the Regional Board proposes to implement the aforementioned revised bacteria objectives using either a 'reference system/anti-degradation approach' or a 'natural sources exclusion approach.' As required by the CWA and Porter-Cologne Water Quality Control Act, the Basin Plan includes beneficial uses of waters, water quality objectives to protect those uses, an anti-degradation policy, collectively referred to as water quality standards, and other plans and policies necessary to implement water quality standards. This TMDL and its associated waste load allocations, which will be incorporated into relevant permits, are the vehicles for implementation of the bacteria standards as required under Water Code section 13242.
20. Both the 'reference system/anti-degradation approach' and the 'natural sources exclusion approach' recognize that there are natural sources of bacteria that may cause or contribute to exceedances of the single sample objectives.
21. The Regional Board's intent in implementing the bacteria objectives using a 'reference system/anti-degradation approach' is to ensure that bacteriological water quality is at least as good as that of a reference site and that no degradation of existing bacteriological water quality is permitted where existing bacteriological water quality is better than that of a reference site. The Regional Board's intent in implementing the bacteria objectives using a 'natural sources exclusion approach' is to ensure that all anthropogenic sources of bacteria are controlled such that they do not cause an exceedance of the single sample objectives. These approaches are consistent with state and federal anti-degradation policies (State Board Resolution No. 68-16 and 40 C.F.R. 131.12), while acknowledging that it is not the intent of the Regional Board to require treatment or diversion of natural coastal creeks or to require treatment of natural sources of bacteria from undeveloped areas. While treatment and diversion of natural sources may fully address the impairment of the water contact recreation beneficial use, such an approach may adversely affect valuable aquatic life and wildlife beneficial uses in the Region.
22. For the Wet-Weather and Dry-Weather Bacteria TMDLs at Santa Monica Bay beaches, Leo Carrillo Beach and its associated drainage area, Arroyo Sequit Canyon, were selected as the local reference system until other reference sites or approaches are evaluated and the necessary data collected to support the use of alternative reference sites or approaches when the TMDL is revised four years after the effective date. Leo Carrillo Beach was selected as the interim reference site because it best met the three criteria for selection of a reference system. Specifically, its drainage is the most undeveloped subwatershed in the larger Santa Monica Bay watershed, the subwatershed has a freshwater outlet (i.e., creek) to the beach, and adequate historical shoreline monitoring data were available. It is the intent of the Regional Board to re-evaluate the use of Leo Carrillo Beach due to potential problems arising from the heavy recreational use of the beach and the close proximity of two campgrounds.
23. Northern Bay beach monitoring sites are fewer in number and provide less comprehensive data than the extensive shoreline monitoring network elsewhere in Santa Monica Bay.

24. The numeric targets in this TMDL are not water quality objectives and do not create new bases for enforcement against dischargers apart from the water quality objectives they translate. The targets merely establish the bases through which load allocations and wasteload allocations (WLAs) are calculated. WLAs are only enforced for a discharger's own discharges, and then only in the context of its National Pollutant Discharge Elimination System (NPDES) permit, which must be consistent with the assumptions and requirements of the WLA. The Regional Board will develop permit requirements through a subsequent permit action that will allow all interested persons, including but not limited to municipal storm water dischargers, to provide comments on how the waste load allocations will be translated into permit requirements.
25. The Regional Board has the authority to authorize compliance schedules through the basin planning process. In this Basin Plan amendment, the Regional Board establishes a schedule for implementation that affords the responsible jurisdictions and agencies up to ten or eighteen years, depending on the implementation approaches pursued, to implement this Wet-Weather Bacteria TMDL.
26. Previously, the Regional Board adopted a Dry-Weather Bacteria TMDL for the Santa Monica Bay Beaches. The Dry-Weather TMDL includes implementation provisions contained in Table 7-4.3 of the Basin Plan, including a provision to reconsider two years after the effective date the Dry-Weather TMDL and specifically the reference beach(es) used. Because that effort overlaps with reconsideration of the reference beach(es) anticipated by this Wet-Weather TMDL, the Regional Board proposes to coordinate the reconsiderations of the reference beach approach to assure efficiency and consistency in implementing the two Santa Monica Beaches TMDLs.
27. The basin planning process has been certified as functionally equivalent to the California Environmental Quality Act requirements for preparing environmental documents (Public Resources Code, Section 21000 et seq.) and as such, the required environmental documentation and CEQA environmental checklist have been prepared.
28. The proposed amendment results in no potential for adverse effect (de minimis finding), either individually or cumulatively, on wildlife.
29. The regulatory action meets the "Necessity" standard of the Administrative Procedures Act, Government Code, section 11353, subdivision (b).
30. The Basin Plan amendment incorporating a TMDL for bacteria at Santa Monica Bay beaches must be submitted for review and approval by the State Water Resources Control Board (State Board), the State Office of Administrative Law (OAL), and the USEPA. The Basin Plan amendment will become effective upon approval by OAL and USEPA. A Notice of Decision will be filed.

THEREFORE, be it resolved that pursuant to Section 13240 and 13242 of the Water Code, the Regional Board hereby amends the Basin Plan as follows:

1. Pursuant to sections 13240 and 13242 of the California Water Code, the Regional Board, after considering the entire record, including oral testimony at the hearing, hereby adopts the amendments to Chapters 3 and 7 of the Water Quality Control Plan for the Los Angeles Region, as set forth in Attachment A hereto, to incorporate the elements of the Santa Monica

Bay Beaches Bacteria TMDL for wet weather and to implement the water quality objectives for bacteria set to protect the water contact recreation beneficial use.

2. Pursuant to sections 13240 and 13242 of the California Water Code, the Regional Board, after considering the entire record, including oral testimony at the hearing, hereby adopts the amendments to Chapter 7 of the Water Quality Control Plan for the Los Angeles Region, as set forth in Attachment B hereto, to amend Table 7-4.3 of the Santa Monica Bay Beaches Bacteria TMDL for dry weather to change the date for revision of the TMDL from two years after the effective date to four years after the effective date [of the Wet-Weather TMDL] to achieve consistency in scheduling between the Dry-Weather and Wet-Weather TMDLs.
3. The Executive Officer is directed to exercise authority under Water Code section 13267, or other applicable law, to require additional monitoring data in the northern Bay beach regions to ensure that wet weather bacteria exposure is adequately quantified before the TMDL is reconsidered in four years.
4. The Executive Officer is directed to forward copies of the Basin Plan amendment to the State Board in accordance with the requirements of section 13245 of the California Water Code.
5. The Regional Board requests that the State Board approve the Basin Plan amendment in accordance with the requirements of sections 13245 and 13246 of the California Water Code and forward it to OAL and the USEPA.
6. If during its approval process the State Board or OAL determines that minor, non-substantive corrections to the language of the amendment are needed for clarity or consistency, the Executive Officer may make such changes, and shall inform the Board of any such changes.
7. The Executive Officer is authorized to sign a Certificate of Fee Exemption.

I, Dennis A. Dickerson, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Los Angeles Region, on December 12, 2002.

ORIGINAL SIGNED BY

Dennis A. Dickerson
Executive Officer

